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January 6, 2022

VIA HAND DELIVERY

The Honorable Jocelyn G. Boyd
Chief Clerk/Administrator
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29210

RE: Dominion Energy South Carolina, Inc.
Request for Approval of a Contract for Electric Service and Two Amendments to
Contracts for Electric Service with Mercedes-Benz Vans, LLC
Docket No. 2022-____-E

Dear Ms. Boyd:

Pursuant to 10 S.C. Code Ann. Regs. 103-303 (2012), Dominion Energy South Carolina, Inc. ("DESC" or "Company") hereby files and seeks approval of the following:

- (1) A Contract for Electric Service between DESC and Mercedes-Benz Vans, LLC for the provision of electric service to the Waste Storage located on Palmetto Commerce Parkway in Ladson, South Carolina ("Contract I"), with such approval to be made effective as of January 1, 2022, the effective date of Contract I.
- (2) A Second Amendment to Contract for Electric Service between DESC and Mercedes-Benz Vans, LLC for the provision of electric service to a plant located on Palmetto Commerce Parkway in Ladson, South Carolina ("Second Amendment"), with approval of the amendment to be made effective as of January 1, 2022, the effective date of Second Amendment.
- (3) A Third Amendment to Contract for Electric Service between DESC and Mercedes-Benz Vans, LLC for the provision of electric service to a plant located on Palmetto Commerce Parkway in Ladson, South Carolina ("Third Amendment"), with approval of the amendment to be made effective as of January 1, 2022, the effective date of Third Amendment.

Contract I

Under Contract I, DESC will provide electric service to Mercedes-Benz Vans, LLC at the Waste Storage pursuant to the Company's retail electric rate schedule entitled "Rate 9 – General Service" as currently approved by the Public Service Commission of South Carolina

(Continued . . .)

("Commission"). Contract I is effective January 1, 2022. After the initial term, Contract I is automatically extended thereafter until terminated by either party.

In addition to Rate 9 itself, there is a rider to Contract I, namely, "Green Power Rider To Applicable Retail Electric Rate Serving Mercedes-Benz Vans, LLC – Green Power." Under this rider, Mercedes-Benz Vans, LLC will pay DESC for "green power" that DESC supplies to the Waste Storage for initial term beginning January 1, 2022. At the conclusion of the initial term of the rider, the rider will be automatically extended on a year-to-year basis until terminated by either party. For purposes of this contract, "green power" refers to electricity sold by the Company for consumption at the Waste Storage coupled with green attributes (i.e., renewable energy certificates, green tags, or any other environmental attributes) from DESC-owned renewable generation resources, third-party owned renewable generation resources interconnected to the DESC system and for which the Company owns the rights to the green attributes, or the open market.

Second Amendment

The Second Amendment is effective January 1, 2022, and amends the Contract for Electric Service between DESC and Mercedes-Benz Vans, LLC for the provision of electric service a plant located on Palmetto Commerce Parkway in Ladson, South Carolina, effective July 31, 2016, as amended on July 11, 2019. The Commission approved the original contract by Order No. 2017-48, dated January 11, 2017, in Docket No. 2016-414-E. Under the Second Amendment, DESC agrees to provide green power for 100% of Mercedes-Benz Vans, LLC's energy consumption pursuant to a rider namely, "Green Power Rider To Applicable Retail Electric Rate Serving Mercedes-Benz Vans, LLC – Green Power." Under the rider, Mercedes-Benz Vans, LLC will pay DESC for "green power" that DESC supplies to the plant for the initial term beginning January 1, 2022. At the conclusion of the initial term of the rider, the rider will be automatically extended on a year-to-year basis until terminated by either party. For purposes of this amendment, "green power" refers to electricity sold by the Company for consumption at the plant coupled with green attributes (i.e., renewable energy certificates, green tags, or any other environmental attributes) from DESC-owned renewable generation resources, third-party owned renewable generation resources interconnected to the DESC system and for which the Company owns the rights to the green attributes, or the open market.

For avoidance of doubt, the term of the original contract will extend automatically to run concurrently with the rider.

Third Amendment

The Third Amendment is effective January 1, 2022, and amends the Contract for Electric Service between DESC and Mercedes-Benz Vans, LLC for the provision of electric service to a plant located on Palmetto Commerce Parkway in Ladson, South Carolina, effective February 13, 2008, as amended on June 25, 2009, and on April 18, 2018. Under the Third Amendment, DESC agrees to provide green power for 100% of Mercedes-Benz Vans, LLC's energy consumption pursuant to a rider namely, "Green Power Rider To Applicable Retail Electric Rate Serving

Mercedes-Benz Vans, LLC – Green Power.” Under the rider, Mercedes-Benz Vans, LLC will pay DESC for “green power” that DESC supplies to the plant for the initial term beginning January 1, 2022. At the conclusion of the initial term of the rider, the rider will be automatically extended on a year-to-year basis until terminated by either party. For purposes of this amendment, “green power” refers to electricity sold by the Company for consumption at the plant coupled with green attributes (i.e., renewable energy certificates, green tags, or any other environmental attributes) from DESC-owned renewable generation resources, third-party owned renewable generation resources interconnected to the DESC system and for which the Company owns the rights to the green attributes, or the open market.

For avoidance of doubt, the term of the original contract will extend automatically to run concurrently with the rider.

Request for Confidential Treatment

Due to the commercial sensitivity and proprietary nature of certain provisions of these Contract I, the Second Amendment, and the Third Amendment as well as the highly competitive nature of the industry in which Mercedes-Benz Vans, LLC operate, the Company and Mercedes-Benz Vans, LLC respectfully request that the Commission find that Contract I, the Second Amendment, and the Third Amendment contain protected information and issue a protective order barring the disclosure of these agreements under the Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 *et seq.*, S.C. Code Ann. Regs. 103-804(S)(1), or any other provision of law. Pursuant to S.C. Code Ann. Regs. 103-804(S)(2), the determination of whether a document may be exempt from disclosure is within the Commission’s discretion.

To this end, and in accordance with Commission Order No. 2005-226, dated May 6, 2005, in Docket No. 2005-83-A, we enclose with this letter redacted versions of each of Contract I, the Second Amendment, and the Third Amendment that protect from disclosure the sensitive, proprietary and commercially valuable information, while making available for public viewing non-protected information. We also enclose copies of the unredacted versions of each of Contract I, the Second Amendment, and the Third Amendment in separate, sealed envelopes and respectfully request that, in the event that anyone should seek disclosure of any of the unredacted Contract I, the Second Amendment, and/or the Third Amendment, the Commission notify DESC of such request and provide it with an opportunity to obtain an order from this Commission or a court of competent jurisdiction protecting Contract I, the Second Amendment, and/or the Third Amendment from disclosure.

Enclosed are the following:

- (1) A true and correct copy of the original Contract I in a sealed envelope marked “CONFIDENTIAL.” Each page of Contract I is also marked “CONFIDENTIAL.”
- (2) A true and correct copy of the original Second Amendment in a sealed envelope marked “CONFIDENTIAL.” Each page of the Second Amendment is also marked “CONFIDENTIAL.”

The Honorable Jocelyn G. Boyd
January 6, 2022
Page 4

- (3) A true and correct copy of the original Third Amendment in a sealed envelope marked "CONFIDENTIAL." Each page of Third Amendment is also marked "CONFIDENTIAL."
- (4) Ten copies of a redacted copy of Contract I for filing and public disclosure.
- (5) Ten copies of a redacted copy of Second Amendment for filing and public disclosure.
- (6) Ten copies of a redacted copy of Third Amendment for filing and public disclosure.

By copy of this letter, we are providing the South Carolina Office of Regulatory Staff ("ORS") with redacted copies of Contract I, the Second Amendment, and the Third Amendment for its records. Additionally, DESC will make the original, unredacted copies of Contract I, the Second Amendment, and the Third Amendment available to ORS for its review.

Thank you for your assistance and consideration of this matter. If you have any questions, please do not hesitate to contact us at your convenience.

Very truly yours,



Matthew W. Gissendanner

MWG/kms
Enclosure

cc: Dawn Hipp
Andrew M. Bateman, Esquire
(via electronic mail and First Class U.S. mail)